

CHALLENGE COST-SHARE AGREEMENT
Between
THE DEPARTMENT OF THE ARMY
and
THE MACON COUNTY ECONOMIC DEVELOPMENT CORPORATION
and
THE MISSOURI DEPARTMENT OF NATURAL RESOURCES
and
THE MISSOURI DEPARTMENT OF CONSERVATION

This agreement is between the Department of the Army (hereinafter the "Government"), Represented by the District Engineer, U.S. Army Corps of Engineers, Kansas City District, and the Macon County Economic Development Corporation, the Missouri Department of Natural Resources, and the Missouri Department of Conservation (hereinafter the "Partners").

Witnesseth, that:

Whereas, the Government manages lands and waters and Long Branch Lake which includes recreational opportunities for the public, and

Whereas, the public has created a demand for a brochure and map which provide orientation to the recreation, fish and wildlife resources of Long Branch Lake, and

Whereas, the Corps, and the Partners recognize there are significant benefits to cooperatively produce a Long Branch Lake Brochure which supports the goals of all four agencies by encouraging orientation and visitation to the Long Branch Lake area,

Whereas, it is mutually beneficial to the Government and the Partners to work cooperatively to make this brochure available for free distribution to the public, and

Whereas, the Partners have voluntarily agreed to make contributions, either financial or informational, for completion of the brochure, and

Whereas, Section 225 of the Water resources Development Act of 1992, PL 102-580, (October 31, 1998), authorizes the Secretary of the Army to accept contributions from the Partner and apply those contributions to the Project, and

Whereas, the Government and the Partners have the full authority and capability to perform as hereinafter set forth and intend to cooperate in financing and challenge cost-sharing in accordance with the terms of this Agreement;

Now therefore, the Government and the Partners agree as follows:

Article I- Definitions and General Provisions

For purposes of this agreement:

- a. The term "Project" shall mean a full color brochure entitled "Long Branch Lake". The size is 16" X 18" unfolded with 16 panels, each 4" X 9", using the standard grid E brochure according to Graphic Standard Manual EP 310-1-6.
- b. The term "total project costs" shall mean all costs incurred by the Government and the Partners directly related to the completion of the Project.
- c. This agreement in no way restricts the Government from participating in similar activities or arrangements with, or accepting contributions from, other public and private agencies, organizations, and individuals.
- d. All donated materials as well as any work accomplished under this Agreement (i.e. artwork and printing films) shall become the property of the Government.

Article II- Obligations of the Parties

- a. The Government, subject to and using funds appropriated by the Congress of the United States (hereinafter the "Congress") and using funds provided by the partner, shall expeditiously produce the Project, applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations, and policies. The award of contracts, modifications, or change orders and performance of all work on the Project shall be exclusively within the control of the Government.
- b. The Government will prepare artwork, films and color proofs with specifications and production instructions. The Government agrees to provide the Partners with color proofs for preview and correction prior to printing.
- c. The Government also agrees to provide the Partners the address and telephone number of the printer contracted by the U.S. Government Printing Office for the purpose of procuring brochures at or below bid price. The Corps agrees to purchase a minimum of 50,000 brochures from the printer through the agency's procurement process. The Partners agree to procure a total of 34,000 brochures: 28,000 (Macon Economic Development Corporation), 5,000 (Missouri Department of Natural Resources- Long Branch State Park), 1,000 (Missouri Department of Conservation).
- d. The Partners will provide planning time, technical expertise and reviews of the color proofs prior to printing.

e. Distribution of the brochure will be free to the general public. This brochure will not be sold or be part of any packet that would produce direct fee revenue. The Corps agrees to distribute brochures to all other lakes in the Kansas City District, to the Kansas City boat show, the Missouri State Fair, and Missouri Information Centers (Missouri Division of Tourism). The Macon County Economic Development Corporation agrees to distribute brochures to local Macon County businesses and designated Macon County brochure racks. The Missouri Department of Natural Resources agrees to distribute brochures to park visitors and as needed by Missouri State Parks in northeast Missouri. The Missouri Department of Conservation agrees to distribute brochures from their Northeast Regional Office at Kirksville.

f. No Federal funds may be used to meet the Partner's share of total project's cost under this agreement.

Article III – Method of Payment

The Government shall maintain current records of contributions provided by the Partners and provide each Partner a report setting forth all contributions provided to each party's share of total project cost. Total project costs are estimated to be \$14,500.

Article IV – Dispute Resolution

As a condition precedent to any of the parties bringing any suit for breach of the Agreement, that party must first notify the other partner in writing of the nature of the purported breach and seek good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party. The parties shall each pay fifty percent of any costs for services provided by such third party as such costs are incurred. The existence of a dispute shall not excuse any party from performance pursuant to this agreement.

Article V – Federal and State Laws

In exercise of the respective rights and obligations under this Agreement, the Government and the Partner agree to comply with all applicable Federal and State laws and regulations, including but not limited to Section 601 of Title VI of the Civil Rights Act of 1964, Public Law 88-352, and the Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title #2, Code of Federal Regulations, as well as Army Regulations 600.7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army."

Article VI – Relationship of Parties

a. In exercise of their respective rights and obligations under this Agreement, the Government and the Partner each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

b. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights such other party may have to seek for relief or redress against such other party may have or for violation of the law.

Article VII – Officials not to Benefit

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share of part of this Agreement, or to any benefit that may arise therefrom.

Article VIII – Indemnification

The partner shall hold and save the Government free from all damages, including damages to Government-supplied materials and equipment, made available for the Partners use beyond normal wear and tear, arising from services the Partner performs or provides for the construction, operation, maintenance, repair, replacement, and rehabilitation of the Project, except for damages due to the fault or negligence of the Government or its contractors.

Article IX – Termination or Suspension

a. If at any time the Partner fails to fulfill its obligations under this Agreement, the Division Engineer shall terminate this Agreement or suspend future performance under this Agreement unless he/she determines that continuation of work on the Project is in the best interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project.

b. If the Government fails to receive annual appropriations in amounts sufficient to meet Project expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Partners, and 60 calendar days thereafter either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that either party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until such time as the Government receives sufficient appropriations or until either the Government or the Partner elects to terminate this Agreement.

c. In the event that either party elects to terminate this Agreement pursuant to this Article, or Article II of this Agreement, both parties shall conclude their activity relation to the Project.

d. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article shall not relieve the parties of liability for any obligation previously incurred.

Article X – Notices

a. Any notice, request, demand or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or by telegram, or mailed either by first-class, registered, or certified mail, as follows:

If to the Partner: Macon County Economic Development Corporation
218 North Rollins, Suite 102 B
Macon, MO 63552

If to the Partner: Missouri Department of Natural Resources
Long Branch State Park
28615 Visitor Center Road
Macon, MO 63552

If to the Partner: Missouri Department of Conservation
2500 S. Halliburton
Kirksville, MO 63501

If to the Government: U.S. Army Corps of Engineers
Long Branch Lake Project Office
30174 Visitor Center Road
Macon, MO 63552

b. A party may change the address to which such communication are to be directed by giving written notice to the other parties in the manner provided in this Article.

c. Any notice, request, demand or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

Article XI – Confidentiality

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Long Branch Lake Operations Manager.

The Department of the Army

By: _____ Date: _____
Paul E. Sampson
Operations Manager

Macon County Economic Development Corporation

By: _____ Date: _____
Frank Withrow
Director

Missouri Department of Natural Resources

By: _____ Date: _____
Frank St. Clair
North Hill District Supervisor

Missouri Department of Conservation

By: _____ Date: _____
Jack Boyles
Wildlife Regional Supervisor

CHALLENGE COST-SHARING FINANCIAL WORKSHEET

Project Address: Long Branch Lake Project Office
30174 Visitor Center Road
Macon, Missouri 63552
660 385-2108

Contact Person: Paul E. Sampson

Work Project Title: Long Branch Lake Brochure

Proposed Date of Work: FY-99

Description of Work: Printing a full color brochure entitled:
Long Branch Lake – Missouri

Partners: Macon County Economic Development Corporation
218 North Rollins, Suite 102 B
Macon, Missouri 63552

Missouri Department of Natural Resources
Long Branch State Park
28615 Visitor Center Road
Macon, Missouri 63552

Missouri Department of Conservation
2500 S. Halliburton
Kirksville, Missouri 63501

	Corps of Engineers	Macon Co. Economic Development	Mo. Dept. of Natural Resources	Mo. Dept. of Conservation
Art Work	\$2,500			
First Printing	\$7,000	\$4,000	\$750	\$200
TOTAL	\$9,500	\$4,000	\$750	\$200
Note: Costs are estimates. The Partner responsible to that particular phase of the work Project will pick up overruns.				